



CSX RAIL TRANSPORT  
Law Department

500 Water Street  
Speed Code J-150  
Jacksonville, FL 32202  
(904) 359-3100  
Writer's direct telephone line:

(904) 359-3673

May 8, 1990

RECORDATION NO. 7763-B  
FILED 1425

MAY 9 1990 -3 05 PM  
INTERSTATE COMMERCE COMMISSION

0-129A032

Secretary  
Interstate Commerce Commission  
12th & Constitution, NW  
Washington, DC 20423

Dear Secretary:

I have enclosed four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Instrument of Satisfaction and Release dated as of May 1, 1990, a secondary document. The primary document to which this release is connected is recorded under Recordation No. 7763-A.

The names and addresses of the parties to this release are as follows:

Mercantile-Safe Deposit  
and Trust Company  
Two Hopkins Plaza  
Baltimore, Maryland 21201

CSX Transportation, Inc.  
(successor to Louisville  
and Nashville Railroad Company)  
500 Water Street  
Jacksonville, Florida 32202

A fee check in the amount of \$15 is also enclosed. Please return all counterparts not required by the Commission for recordation to:

Mr. David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc.  
500 Water Street  
Jacksonville, Florida 32202

MAY 9 2 56 PM '90

MAY 9 2 50 PM '90  
NOTICE OF RECEIPT  
COMMUNICATIONS UNIT

*David M. Yearwood*  
*David M. Yearwood*

65.  
Secretary  
Interstate Commerce Commission  
May 8, 1990  
Page 2

A short summary of the document to appear in the index  
follows:

General release.

Very truly yours,



David M. Yearwood  
Senior Counsel

DMY/cra

**Interstate Commerce Commission**  
Washington, D.C. 20423

5/16/90

OFFICE OF THE SECRETARY

David M. Yearwood  
Senior Counsel  
CSX Transportation, Inc  
500 Water Street  
Jacksonville, Florida 32202

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/9/90 at 3:05pm, and assigned recordation number(s). 7763-B

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

RECORDATION NO. 7763-B FILED 1990

MAY 9 1990 -3 05 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of May 1, 1990 by and between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the "Agent") and CSX TRANSPORTATION, INC., a Virginia corporation (the "Railroad") (successor to Louisville and Nashville Railroad Company).

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of January 15, 1975 (the "Conditional Sale Agreement"), by and between Pullman Incorporated (Pullman-Standard division) (the "Vendor") and the Railroad, the Vendor agreed to sell and deliver to the Railroad, on the terms and conditions therein set forth, the equipment described in Schedule B thereto (the "Equipment");

WHEREAS, by an Agreement and Assignment, dated as of January 15, 1975 (the "Assignment"), the Vendor sold, assigned, transferred and set over to the Agent, its successors and assigns, its right, title and interest in and to the Equipment and the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission on February 27, 1975 and assigned Recordation No. 7763-A;

WHEREAS, Article 6 of the Conditional Sale Agreement provides that when the Railroad has paid the full indebtedness in respect of the Purchase Price of the Equipment, together with interest, and performed all the Railroad's obligations under the Conditional Sale Agreement, title to the Equipment

shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent transfers its title to the Equipment to the Railroad free of all liens, security interests and other encumbrances; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants, conditions and obligations of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such transfer.

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants, conditions and obligations required of the Railroad under the Conditional Sale Agreement and (2) transfers its right, title and interest in and to the Equipment to the Railroad, including any additions or replacements thereof, free of all liens, security interests and other encumbrances created or retained by it pursuant to the Conditional Sale Agreement and Assignment.


The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY

By

  
Vice President

ATTEST:

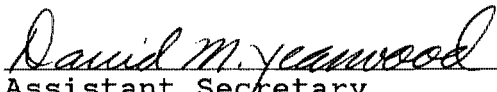
  
CORPORATE TRUST OFFICER

CSX TRANSPORTATION, INC.

By

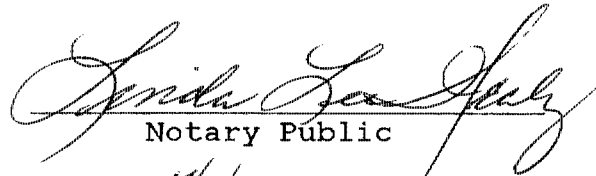
  
Vice President-CSX Rail Transport

ATTEST:

  
Assistant Secretary

STATE OF MARYLAND           )  
                                  ) SS:  
CITY OF BALTIMORE         )

On this 15<sup>th</sup> day of May, 1990, before me personally appeared R. E. Schreiber, to me personally known, who being by me duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

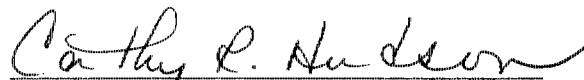
  
Notary Public

My Commission expires: 7/1/90.

NOTARIAL SEAL

STATE OF FLORIDA           )  
                                  ) SS:  
COUNTY OF DUVAL         )

On this 9 day of March, 1990, before me personally appeared P. A. Salwinger, to me personally known, who, being by me duly sworn, says that he is a Vice President-CSX Rail Transport of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Jan. 26, 1992

My Commission expires: Bonded thru Patterson - Becht Agency.

NOTARIAL SEAL